

## RETAILER CONTRACT / APPLICATION

LOTTERY USE ONLY		
APPL. #	RET. #	
CITY	COUNTY	CHAIN

Business Name or DBA		Number and Street		City	County
Zip Code	Business Number ( )	Fax Number ( )	Date Business Was Purchased by You	Current Lottery Retailer Number of This Location (if applicable)	

IS THIS BUSINESS IN COMPLIANCE WITH THE REQUIREMENTS OF THE AMERICAN WITH DISABILITIES ACT? ☐ YES ☐ NO

MAILING ADDRESS IF DIFFERENT FROM BUSINESS ADDRESS:

Name	Street Address or P.O. Box	City	ZIP Code
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NATURE OF APPLICATION

☐ New License    ☐ Change of Ownership    ☐ Add Partner    ☐ Drop Partner    ☐ Stock Transfer  
☐ Change in Business Type    ☐ Other: \_\_\_\_\_

INDICATE BUSINESS TYPE (Refer to Applicant Information Sheet):

☐ Sole Proprietorship    ☐ Limited Partnership    ☐ Limited Liability Company  
☐ Partnership    ☐ Corporation

FED ID # (FEIN)

ALL BUSINESSES OTHER THAN SOLE PROPRIETORSHIP MUST PROVIDE:

Legal Entity Name

Headquarters Address

INDICATE WHICH LOTTERY PRODUCT(S) YOU WISH TO CARRY (Refer to the Applicant Information Sheets for qualifications):

☐ Instant Scratch-off Tickets    ☐ Online Games    **-OR-**    ☐ Pull Tab Tickets    ☐ Club Keno

CHECK THE BOX SHOWING YOUR PRINCIPAL BUSINESS

<input type="checkbox"/> Supermarket (1)	<input type="checkbox"/> Liquor/Party Store (7)	<input type="checkbox"/> Kiosk (13)
<input type="checkbox"/> Convenience Store (2)	<input type="checkbox"/> Mass Merchandiser (8)	<input type="checkbox"/> Seasonal Account (14)
<input type="checkbox"/> Gas/Convenience Store (3)	<input type="checkbox"/> Mass Grocery Merchandiser (9)	<input type="checkbox"/> Bowling (15)
<input type="checkbox"/> Restaurant (4)	<input type="checkbox"/> Drug Store (10)	<input type="checkbox"/> Golf (16)
<input type="checkbox"/> Bar/Restaurant (5)	<input type="checkbox"/> Recreation (11)	<input type="checkbox"/> Race Track (17)
<input type="checkbox"/> Bar (6)	<input type="checkbox"/> Specialty Shop (12)	<input type="checkbox"/> Adult Entertainment (18)
		<input type="checkbox"/> Other (99) (Explain) _____

WRITE THE APPLICABLE MICHIGAN LIQUOR CONTROL LICENSE(S) ISSUED TO THE APPLICANT FOR THIS BUSINESS, AT THIS LOCATION (if pending receipt, write pending):

SDM (11) <input type="text"/>	SDD (15) <input type="text"/>	Class C (01) <input type="text"/>
Tavern (03) <input type="text"/>	Other <input type="text"/>	Explain: <input type="text"/>

ENTER YOUR WEEKLY AVERAGES:

Alcohol Sales (if applicable) <input type="text"/>	Food Sales (if applicable) <input type="text"/>	Approximate Customer Count <input type="text"/>
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ENTER YOUR APPROXIMATE NUMBER OF:

Employees <input type="text"/>	Cash Registers/ Checkouts <input type="text"/>	Parking Spaces (if applicable) <input type="text"/>
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ENTER THE BUSINESS'S APPROXIMATE:

Square Footage <input type="text"/>	Seating Capacity (if applicable) <input type="text"/>
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ENTER THE HOURS OF OPERATION:

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Open							
Close							

THIS CONTRACT between the Michigan Bureau of State Lottery, hereinafter referred to as the "Lottery", and

\_\_\_\_\_, dba \_\_\_\_\_, INDIVIDUAL(S) OR CORPORATION DBA (Doing Business As)

hereinafter referred to as the "Retailer", shall take effect on the day the Lottery license is issued and shall continue until terminated by written notice by either party or until a mutually agreed date of termination.

THE PARTIES agree as follows:

1. The Retailer agrees to provide services for the Lottery for the sale of products authorized by the Lottery in conformity with Act No. 239 of the Public Acts of 1972, as amended. The Retailer agrees to abide by all Lottery Rules, directives, performance requirements and official written communications issued by the Lottery.
2. The Retailer's Lottery license and the rights and obligations established by this Contract are NOT assignable or transferable. The Lottery reserves the right to disapprove or qualify approval of an application for a change of ownership. The Lottery reserves the right to remove any Lottery equipment if the change of ownership is not approved by the Lottery.
3. The Retailer shall obtain written Lottery approval prior to any change of location of the Retailer's business premises (e.g., the Retailer moves from one business location/address to another location/address). For any change in business location the Retailer shall pay any and all costs associated with the relocation (e.g., communication system connections, equipment connections, etc.).
4. The Retailer shall provide written notice to the Lottery of any proposed sale, dissolution or termination of the Retailer's business and/or any change in ownership of the Retailer's business. All changes are subject to the Lottery's approval and may be denied if:
  - a. The proposed new owner does not satisfy the Lottery's requirements for past compliance, integrity, financial responsibility, or any other criteria for initial licensure;
  - b. The Retailer has not settled all outstanding accounts with the Lottery.
5. The Lottery shall pay the Retailer the prevailing commission rate for all valid sales and for all valid prize payments.
6. The Lottery shall provide equipment, routine equipment maintenance, and supplies related to operation of the installed equipment to the Retailer at no cost, except as may be assessed for installation, repair or replacement.
7. Each of the Undersigned persons represents and warrants that s/he has reviewed and fully understands the Contract and that:
  - a. S/he is a person authorized to execute this Contract and bind the Retailer to its terms and obligations.
  - b. S/he, individually and together, and for her or his personal estate, guarantees to the Lottery the Retailer's faithful performance of the Contract. Without limiting the generality of the foregoing guarantee and merely by way of example, this includes:
    - 1) safe custody and prompt return to the Lottery or its designated representative, when required, of any equipment, tickets, materials and supplies owned and/or to be owned by the Lottery.
    - 2) prompt and timely remittance to the Lottery of all funds due.
  - c. TERMINATION OF THE CONTRACT BY EITHER PARTY SHALL NOT EXTINGUISH ANY OBLIGATION WHICH AROSE WHILE THIS CONTRACT WAS IN EFFECT.

Each owner/shareholder signs below (add sheet, if needed).

TYPE OR PRINT NAME OF INDIVIDUAL	SIGNATURE	DATE
TYPE OR PRINT CORPORATE TITLE	PERCENT OF STOCK	
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TYPE OR PRINT CORPORATE TITLE	PERCENT OF STOCK	

A Personal Data Sheet is required for person(s) signing above and additional owner(s)/shareholders as described on the Applicant Information sheet.

ENTER THE NUMBER OF PERSONAL DATA SHEETS SUBMITTED \_\_\_\_\_.